

Agreement

By and between

Orpheus

And

**The Associated Musicians of Greater New York,
Local 802 of the American Federation of Musicians**

2017-2018

2018-2019

2019-2020

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Agreement made this _____ day of September 2017, by and between Orpheus Chamber Orchestra Inc., ("Employer" or "Orpheus") 490 Riverside Drive, 11th floor, New York, NY 10027-5788 and the Associated Musicians of Greater New York, Local 802 of the American Federation of Musicians, ("Union" or "Local 802"), 322 West 48th Street, New York, NY 10036. This Agreement covers the wages, hours and terms and conditions of employment of all Musicians ("Employees" or "Musicians") employed by the Employer.

ABOUT ORPHEUS CHAMBER ORCHESTRA

Recognized internationally as one of the world's great performing ensembles, the Grammy Award®-winning Orpheus Chamber Orchestra has been thrilling music lovers on four (4) continents since it was founded in 1972. Rehearsing, performing and recording without a central authority figure, Orpheus Musicians share leadership roles and a deep personal artistic commitment to forge strong emotional connections with the audience and composer while eliminating barriers between the listener and the music. Drawing on the tradition of 20th century chamber music masters, Orpheus Musicians collaborate to create a vital dialogue of musical ideas that is at once, liberating, exhilarating and virtually tactile in its translation.

In meeting the challenges of the 21st century, their shared talent and vision will insure that every Orpheus Musician is a passionate advocate for the combined expression of each composer's inspiration and energy, making each and every Orpheus performance an intensely memorable experience. The unparalleled manner in which Orpheus has empowered its Musicians by integrating them into virtually every facet of the organization has literally changed the way the world thinks about musicians, conductors and orchestras.

ARTICLE I: RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative of all Musicians it engages during the term of this Agreement, and recognizes the rights and obligations of the Union to administer this Agreement on their behalf.

ARTICLE II: UNION SECURITY AND DUES CHECK OFF

Musicians who are employed by Orpheus on the date of the signing of this Agreement or on its effective date (whichever is later), who are members of the Union, shall continue to be members in good standing of the Union as a condition of their employment with Orpheus. Musicians covered by this Agreement on or before the thirtieth (30th) day following the commencement of their employment with Orpheus or the effective date of this Agreement, whichever is later, shall become and continue to be members in good standing of the Union as a condition of their employment with Orpheus.

In accordance with the submission of lawful Union dues deduction authorizations signed by each Musician, Orpheus will deduct three and one-half percent (3 ½% or the Local 802 Single Engagement Scale at the time the service is rendered, whichever is higher) of gross wages from each Musician's pay and will remit the same amount to Local 802 as work dues concurrent with the submission of benefit payments.

ARTICLE III: GRIEVANCE AND ARBITRATION

A. DEFINITION

A "Grievance" is defined as any dispute between the Employer, on the one hand, and the Union or a Musician, on the other, arising under the terms of this Agreement.

B. PROCEDURE

Step 1: Grievances shall first be submitted in writing to a committee formed of a representative of the Salary and Benefits Committee (as defined herein) (the "SABC"), an Artistic Director (as defined herein), a representative of the Employer and a non-Musician board member (the "Dispute Resolution Committee" or the "DRC"). The DRC shall send a copy of any written Grievance it receives to the Union and the Employer. A Grievance shall be submitted to the DRC within thirty (30) days from the date of the alleged dispute or the date the grievance is discovered, whichever is later.

Step 2: If the Grievance is not resolved within sixty (60) calendar days of submission of the Grievance to the DRC, the members of the DRC shall jointly agree upon a neutral party to serve as a mediator. If the Grievance is not resolved within thirty (30) days of designating a mediator, or if a mediator cannot be agreed upon, the party the Grievance was filed against shall so notify the other party in writing. After receipt of the notice, the party who filed the Grievance shall have thirty (30) calendar days to submit the Grievance to the American Arbitration Association ("AAA") for final and binding arbitration in accordance with its labor arbitration rules and regulations. If the Grievance is not submitted to the AAA within such time period, the Grievance shall be considered waived. If appropriate, either party may request expedited arbitration.

The AAA's decision shall be final and binding and may be enforced by either party through appropriate judicial proceedings. The Arbitrator shall not have the authority to add to, subtract from, modify or amend any of the terms of this Agreement. The Arbitrator's fee and charges of the AAA shall be borne equally by the parties hereto. Both parties shall cooperate in making available to the other all information and evidence relevant to the processing of the grievance, which shall be kept confidential.

ARTICLE IV: NO STRIKE/NO LOCK-OUT

During the term of this Agreement, there shall be no strike, work stoppage or slowdown by Musicians covered by this Agreement for any reason or cause whatsoever except for a breach of this Agreement, nor shall there be any general lockout of the Musicians covered by this Agreement by Orpheus for any reason or cause whatsoever except for a breach of this Agreement.

ARTICLE V: MEMBERSHIP

A Member of Orpheus is a Musician, who has been voted by the current Members of the Orchestra, to become part of the official roster of thirty-four (34) Orpheus Musicians ("Member"). The current Members are listed in Appendix B hereto attached, which is

incorporated herein by reference. All Musicians employed by Orpheus who are not Members shall be defined as Non-Members for the purposes of this Agreement.

Members shall have right of first refusal for all services and assignments, except for the following: Core rehearsals, concertmaster, concertmaster stand partner, principal 2nd violin, wind doubling, and soloist role in a piece with orchestral accompaniment.

An Associate Member of Orpheus is a Musician who has been elected by the current Members of the Orchestra and accepted by Management. Up to five (5) Associate Members may be elected in the string section and up to six (6) Associate Members may be elected in the wind/brass/percussion section. Associate Members shall receive first call for all services declined by Members.

As a condition of employment, new Members and new Associate Members shall demonstrate that they are authorized to work in the United States and shall read and, in writing, agree to abide by the Employer's Musician Employee Manual, which among other things outlines the Employer's organizational policies and expectations. In addition, the Employer may conduct background checks for new Members prior to adding their names to the official roster and for new Associate Members.

All public engagements using the name "Orpheus," "Orpheus Chamber Orchestra", or "Members of Orpheus" or "Members of Orpheus Chamber Orchestra" must be administered by Orpheus, follow the right of first refusal and use the hiring protocols described above. For private events not administered by Orpheus, using the name "Orpheus," "Orpheus Chamber Orchestra", or "Members of Orpheus" or "Members of Orpheus Chamber Orchestra", Orpheus must be notified and approve such use in advance of the event.

The hiring for all public engagements and private events administered by Orpheus will be the responsibility of Management.

ARTICLE VI: MAINTENANCE OF BENEFITS

Except as otherwise provided herein, Musicians shall suffer no loss of compensation or established past practices in effect prior to the signing of this Agreement.

ARTICLE VII: WAGES AND OTHER PAYMENTS

Musicians shall be paid in accordance with the following provisions. Authorized deductions and applicable federal and state withholdings and other required taxes shall be withheld from such payments in accordance with applicable law.

a. 2½ HOUR PERFORMANCES OR PROCESS DEMONSTRATIONS

Overtime: One and one-half times (1.5) the below scale in fifteen (15) minute segments or less:



Scale for a 2.5 Hour Performance:

Region	2017-2018	2018-2019	2019-2020
New York City*	\$340.28	\$348.79	\$357.51
Self-Produced, Co-Produced, Low Budget Local & Run-Out**	\$306.25	\$306.25	\$306.25
USA	\$289.24	\$306.25	\$306.25
Europe	\$272.22	\$272.22	\$272.22
Japan	\$314.76	\$314.76	\$314.76
Rest of World	\$289.24	\$289.24	\$289.24

*or the Local 802 Single Engagement rate at the time service is rendered, whichever is higher.

**Self-Produced and Co-Produced Concerts shall be defined as concerts where Employer receives partial or full box office revenue (Carnegie Hall exempt). Low-Budget Concert shall be defined as a concert where the fee paid to the orchestra is \$20,000 or lower.

b. DAY ON TOUR

Performance Day, two (2) – two and one-half (2 ½) hour rehearsals, Free Day, or Travel Day

USA	\$289.24	\$306.25	\$306.25
Europe	\$272.22	\$272.22	\$272.22
Japan	\$314.76	\$314.76	\$314.76
Rest of World	\$289.24	\$289.24	\$289.24



Tour conditions are described in full in Article XII below.

c. REHEARSALS

Minimum call of two and one-half (2 ½) hours, maximum call of four (4) hours per rehearsal. Rest breaks are set by the Musicians to accommodate their needs.

Region	2017-2018	2018-2019	2019-2020
New York City*	\$67.20 per hour \$168.00 per 2.5 hours	\$68.88 per hour \$172.20 per 2.5 hours	\$70.60 per hour \$176.50 per 2.5 hours
Self-Produced, Co-Produced, Low Budget Local & Run-Out	\$59.71 per hour \$149.27 per 2.5 hours	\$59.71 per hour \$149.27 per 2.5 hours	\$59.71 per hour \$149.27 per 2.5 hours
USA	\$56.39 per hour \$140.98 per 2.5 hours	\$59.71 per hour \$149.27 per 2.5 hours	\$59.71 per hour \$149.27 per 2.5 hours
Europe	\$53.07 per hour \$132.68 per 2.5 hours	\$53.07 per hour \$132.68 per 2.5 hours	\$53.07 per hour \$132.68 per 2.5 hours
Japan	\$61.36 per hour \$153.41 per 2.5 hours	\$61.36 per hour \$153.41 per 2.5 hours	\$61.36 per hour \$153.41 per 2.5 hours
Rest of World	\$56.39 per hour \$140.98 per 2.5 hours	\$56.39 per hour \$140.98 per 2.5 hours	\$56.39 per hour \$140.98 per 2.5 hours

Overtime past the last call will be paid at one hundred and fifty percent (150%) of current hourly rehearsal scale, calculated in thirty (30) minute segments.

*or the Local 802 Single Engagement rate at the time service is rendered, whichever is higher.

Acoustic and Visual Adjustment Sessions (as defined herein) ("AVAS") can be scheduled for thirty (30) through seventy-five (75) minutes, and will be paid prorated at the current rehearsal rate, in one-quarter (¼) hour increments. The minimum call for an AVAS will be thirty (30) minutes. AVAS over seventy-five (75) minutes will be paid at a minimum two and one-half (2 ½) hour rehearsal rate. Under no circumstances will an AVAS exceed ninety (90) minutes.

d. DOUBLING

First Double, twenty percent (20%) additional above scale for each service where doubling is required. Second and each additional Double, ten percent (10%) additional above scale for each service where doubling is required.

The above doubling rates will be paid to every Musician playing more than one (1) instrument with the following exclusions only: A, Bb & C Clarinets; A, Bb & C Trumpets; Tenor Bass Trombones; High (F) Tuba; and instruments within each separate category of percussion Timpani, Mallets, Drum Set—miscellaneous Percussion, & Latin instruments).

e. CHAMBER MUSIC SCALE (SEVEN (7) OR FEWER MUSICIANS)

i. STANDARD CHAMBER MUSIC ENGAGEMENTS

Standard Chamber Music Engagements shall be paid at the following all-inclusive rates, including all rehearsal time and performance up to 2.5 hours:

2017-2018	2018-2019	2019-2020
\$750.00	\$768.75	\$787.96

Musicians performing repeat concerts of the same program within one (1) week shall be paid at the following scale:

2017-2018	2018-2019	2019-2020
\$300.00	\$307.50	\$315.19

ii. SEVENTY (70) MINUTE CHAMBER MUSIC ENGAGEMENTS

Seventy Minute Chamber Music Engagements shall be paid at the following all-inclusive rates, including all rehearsal time and one performance up to 70 minutes in length of up to 55 minutes of music:

2017-2018	2018-2019	2019-2020
\$500.00	\$512.50	\$525.31

Seventy Minute Chamber Music Engagements shall take place within 100 miles of New York City and tour/overtime rules shall not apply.

Musicians performing repeat concerts of the same program within one (1) week shall be paid at the following scale:

2017-2018	2018-2019	2019-2020
\$300.00	\$307.50	\$315.19

iii. DEVELOPMENT CHAMBER MUSIC ENGAGEMENTS (DCME)

Orpheus Chamber Orchestra may engage Musicians for participation in Development Chamber Music Engagement (DCME). These performances will have no admission charge and should be held in non-performance venues. Orpheus Chamber Orchestra will endeavor to schedule a minimum of five of these events during each season of this agreement.

These engagements will be accepted on a volunteer basis. The refusal of any of these engagements will have no adverse effects on a Musician's status with Orpheus.

DCMEs are defined as a one (1) hour AVAS followed by a performance that may not exceed one (1) hour. Both portions should be contained within a three (3) hour period.

Scale per DCME shall be:

2017-2018	2018-2019	2019-2020
\$406.61	\$416.78	\$427.19

f. CONCERTMASTER PAY

One hundred percent (100%) additional above scale to be divided between the concertmaster(s) for each shared service in proportion to the amount of time (in minutes) each serves in that capacity. In the event of a piece without a Violin (leader), the Concertmaster pay will be divided equally among the Musicians involved in that piece, unless the ADs (as defined herein) designate a non-violin as concertmaster for the piece. Concertmaster pay is in effect with nine (9) or more players.

g. FOR EDUCATIONAL COACHING SERVICES

i. WAGES

Per two (2) hour session (or less)

2017-2018	2018-2019	2019-2020
\$272.22	\$279.03	\$286.01



Any time over the two (2) hour session will be paid at straight time, prorated in one-half (½) hour increments.

ii. BREAKS

1. Twenty (20) minutes within a two (2) hour session.
2. Twenty-five (25) minutes within a two and one-half (2½) hour session.
3. Thirty (30) minutes within a three (3) hour session.

h. FOR EDUCATIONAL AUDITIONS

i. WAGES

2017-2018	2018-2019	2019-2020
\$136.11 per hour	\$139.51 per hour	\$143.00 per hour

Live educational auditions will have a minimum call of two (2) hours. Video/audio auditions adjudicated remotely will have a minimum call of one (1) hour.

Any time over the one (1) or two (2) hour session will be paid at straight time, prorated in fifteen (15) minute increments.

ii. BREAKS

1. Twenty (20) minutes within a two (2) hour session.
2. Twenty-five (25) minutes within a two-and-a-half (2 ½) hour session.
3. Thirty (30) minutes within a three (3) hour session.

i. **FOR ACCESS ORPHEUS/COMMUNITY ENGAGEMENT SERVICES**

Access Orpheus/Community Engagement Services shall be paid at the following rates (2 hour minimum):

2017-2018	2018-2019	2019-2020
\$100 per hour	\$102.50 per hour	\$105.06 per hour

j. **FOR PROCESS DEMONSTRATIONS**

Process Demonstrations shall be paid at the following rates (2.5 hour minimum):

	2017-2018	2018-2019	2019-2020
Stand-alone event	\$340.28	\$348.79	\$357.51
Process Demo on a day including another service	\$272.22	\$279.03	\$286.01

k. CARTAGE – FOR TRANSPORTING ELIGIBLE INSTRUMENTS

***or the Local 802 Cartage rate at the time service is rendered, whichever is higher.**

PER ROUND TRIP	2017-2018	2018-2019	2019-2020
Cello, Bass & Contrabass Clarinet, Contrabassoon & Tuba	\$25.00	\$25.00	\$25.00
String Bass	\$41.00	\$41.00	\$41.00

ACTUAL COST OF CARTAGE: Timpani, Harpsichord, Harp, Xylophone, Vibraphone, Marimba, Bass Drum, Celesta, and other comparably bulky instruments.

Where there is more than one (1) service in a day and where there is a secure place for instrument storage, only one (1) round trip will be paid except where the time between services exceeds five (5) hours and where the Musician actually transports his/her instrument between services.

l. SOLOIST FEES

Musicians performing in a work as a soloist with Orpheus will receive a payment per performance according to the following table in addition to regular concert and rehearsals compensation outlined in this agreement. In the event a work requires more than one (1) soloist, the payment will be divided equally amongst the soloists. In the event a work requiring more than one (1) soloist includes a combination of guest artists and Orpheus musician soloists, Orpheus musician soloists will receive an amount equal to the soloist fee below divided by the total number of soloists.

Scale per performance:

2017-2018	2018-2019	2019-2020
\$1,107.32	\$1,135.00	\$1,163.38

Each musician performing as a soloist in Brandenburg Concertos Nos. 1, 2, 4, 5, and/or 6 shall receive a payment per performance at the following rates (one payment per musician per concert maximum):

2017-2018	2018-2019	2019-2020
\$200.00	\$205.00	\$210.13

m. TOUR PAYMENTS

- i. There is a daily wage for Touring equivalent to the current applicable Orpheus concert performance scale. The return day of a domestic tour will pay one-half (1/2) of the applicable Daily Wage if the return to New York City is prior to 2PM.
- ii. Travel Overtime will be compensated at \$56.99 per hour or 75% of the rehearsal scale whichever is greater, in one-quarter (¼) hour increments. Travel Overtime payments are capped at three (3) hours maximum per day.

n. TRANSPORTATION

Transportation to and from the airport in the New York metro area will be provided or reimbursed at a rate of seventy-five dollars (\$75) per person round trip. For amounts in excess of seventy-five (\$75) dollars, receipts must be provided for the value of the transportation.

o. PER DIEM

Per Diem will be paid at the following rates:

Region	Total	Breakfast	Lunch	Dinner	Incidentals
Americas	\$71	\$16	\$17	\$33	\$5
Europe	\$91	\$15	\$28	\$42	\$6
Asia	\$120	\$26	\$29	\$57	\$8

The Total daily rate will be paid out for each tour day, except:

1. Departure days when departure is after 3pm pay dinner and incidental rates only.

2. Return days paid as half days pay breakfast, lunch, and incidental rates only.
3. On days in Asia or Europe when breakfast is provided, no breakfast per diem will be paid.

For domestic Tours, per diem will be paid approximately three (3) days in advance of the first departure date. For international Tours, the first day and last day of the Tour's per diem will be paid, in USD, in advance approximately three (3) days before departure. Upon arrival in each foreign country, the remainder of the daily per diem will be distributed in local currency.

p. PAYMENT TO MUSICIANS/ADVANCES

Musicians will receive payment for each week of work during a Group not less frequently than semi-monthly following the completion of that week of work during the Group, in accordance with the New York Wage Payment Act.

Musicians will be paid a Tour advance of approximately twenty-five percent (25%) of the estimated total Tour payroll, to be received no less than five (5) business days before the departure date for Tours longer than five (5) consecutive days. The remainder of the Musicians' payment will be paid in accordance with the above paragraph.

Musicians hired for a Group will be notified of the specific payment schedule via the Availability Response Form sent by Management.

No late payment penalty shall be due to the Musicians or the Union on payments made within twelve (12) business days, following the final service for the entire Group. For any payments made during the next ten (10) calendar days, two percent (2%) of the total amount due shall be added as a late payment penalty; an additional one percent (1%) shall be added if payment is made during the ensuing twenty (20) calendar days; and an additional one percent (1%) shall be added for each additional thirty (30) calendar days or fraction thereof the payment is made thereafter.

q. CANCELLATION

Rehearsal cancellations made by the Musicians are not paid. In the event that concerts, Tours and/or rehearsals are cancelled by the Employer more than three (3) months prior to the start of a Group of concerts, no payment will be made to the Musicians engaged for that Group.

For Orpheus-produced performances, if a performance(s) is cancelled less than three (3) months prior to the start of the specific Group, payment will be made to the Musicians hired for the Group and its respective rehearsals.



If Presented performances for which Orpheus is receiving a fee are cancelled less than forty- five (45) days prior to the start of the Group, payment will be made to the Musicians hired for the performance and its associated rehearsals. No payment will be made if notice is given before this deadline.



The Executive Director and SABC will determine the timing of such payments, but in no case shall payment be made later than the date originally scheduled for payment; provided, however, that no payment will be made to the Musicians, in cases where work is cancelled due to circumstances beyond the control of Orpheus, including but not limited to fire, flood, labor strike, or any other circumstance deemed an Act of God. Notwithstanding the foregoing, the Chairman of SABC, the Board and the Executive Director may, in good faith, discuss any appropriate compensation for the Musicians who had been hired for the cancelled work.

ARTICLE VIII: SICK DAYS AND PERSONAL DAYS

a. SICK DAYS

Each Season (as defined herein), each Member will receive sick days determined by the percentage of units a member performed (see Article XI B) during the previous season, according to the following:

<u>Participation %</u>	<u>Sick Days</u>
80%-100%	5
60%-79.9%	4
40%-59.9%	3
20%-39.9%	2
0%-19.9%	0

Members may carry over sick days from Season to Season; however, at no time may a Member accrue more than twenty (20) sick days. Members who have accrued more than twenty (20) days as of the effective date of this agreement shall accrue no additional sick days until the number of their accrued sick days fall below the twenty (20) sick day cap. During a Member's initial year with Orpheus, such member shall receive three (3) sick days per season until his/her second full season begins, at which time sick days will be calculated based on the above table. All accrued sick days are forfeited upon removal from the Official Roster of Orpheus. To the extent that this Article VIII(a) varies from the provisions of the New York City Paid Sick Leave Law, the law is hereby waived and superseded. The parties acknowledge that the Employer provides benefits substantially similar to or in excess of those required by the New York City Paid Sick Leave Law.

Associate Members are not eligible for sick days.

Members are required to submit an e-mail to the General Manager detailing the days, rehearsals and performances for which they are utilizing this benefit.

Orpheus shall provide each Member a statement by September 1 of used and unused sick days. The unused number shall be calculated to include the sick day allotment for the Season outlined in this agreement. Members can also request and receive a report of their used and unused sick days during the course of the Season.

b. PERSONAL DAYS

Each Season (as defined herein), each Member will receive personal days determined by the percentage of units a member performed (see Article XI B) during the previous season, according to the following:

<u>Participation %</u>	<u>Personal Days</u>
75%-100%	3
50%-74.9%	2
25%-49.9%	1
0%-24.9%	0

Members are required to submit an e-mail to the General Manager detailing the days, rehearsals and performances for which they are utilizing this benefit.

Associate Members are not eligible for personal days.

Such personal days are not intended to be used to accept non-Orpheus work. These days will not be cumulative from Season to Season. Members can also request and receive a report of their used and unused personal days during the course of the Season.

ARTICLE IX: REHEARSAL ABSENCE

a. MUSICIANS

All Musicians are expected to attend all rehearsals. Rehearsals may be missed, unless:

- i. The Musician is a principal player on the particular piece being rehearsed.
- ii. The Musician is a member of the core of the particular piece being rehearsed.
- iii. The Musician has already been excused from another rehearsal of the same piece (a Musician may not miss more than one rehearsal of a piece).
- iv. The Musician has already been excused from any two (2) other rehearsals.
- v. A Musician cannot miss more than two (2) rehearsals for any Group of concerts, Tour or recordings.
- vi. Soloist rehearsal.
- vii. Carnegie Hall dress rehearsal.
- viii. When repertoire requires only one Musician per section.

b. STRING PLAYERS

Only one member of each string section will be permitted to be excused from a specific rehearsal.

c. WIND, BRASS AND PERCUSSION PLAYERS

Any wind, brass and percussion player excused from a full rehearsal must send a substitute who has been approved by the Personnel Coordinator, after first providing notice of such approval to the Executive Director (as defined herein). (There may be some exceptions based on repertoire.)

d. ALL MUSICIANS

Failure to abide by this rehearsal policy may result in removal of the Musician from the entire Group of concerts. The Artistic Directors will make this decision after first providing notice of such decision to the Executive Director. No compensation for the remainder of services in the Group will be forthcoming should removal be necessary.

The Musician arranging for a substitute must provide all payroll information for the substitute Musician to the Orpheus Operations and Finance Department on or before the same day as the service for which the substitute Musician is attending.

Musicians may also request rehearsal absences under extraordinary circumstances. Such requests will be considered by the Personnel Coordinator, who will first inform the Executive Director before granting or denying such requests.

ARTICLE X: RECORDING AND BROADCASTING

No part of the engagement shall be recorded, reproduced or transmitted from the place of service in any manner or by any means whatsoever, in the absence of specific written agreement with the Union and in accordance with the Integrated Media Agreement relating to and permitting such recording, reproduction or transmission.

a. BROADCASTS

Broadcast of live performances on radio or television (whether the broadcasts are simultaneous, delayed, or from the archive) shall be subject to the provisions of the Integrated Media Agreement (IMA) dated April 2, 2015 (or most recent version). Any radio or television broadcast within the geographical boundaries of the Local Union shall be subject to the same rates currently set out in the IMA for National and Foreign Radio and Wireless Audio Broadcast or National and Foreign Television, respectively.

b. ARCHIVAL RECORDING

Orpheus may record rehearsals and/or concerts solely for meeting the requirements of grant applications and study tapes upon agreement of SABC to each such recording in accordance with the following provisions. No other use of such recordings is permitted without agreement of SABC and the Union to the terms and conditions of such use.

- i. At the beginning of the concert Season, the Employer shall identify any and all performances which will be recorded for archival, study tape and/or grant application purposes and the Union will be notified in writing thereof. In addition, a notice will be posted at the place of recording prior to the performances.
- ii. No recording produced under this Agreement shall be copied for any purpose, nor shall the Employer permit any person to make any other copy of such recording, except as provided for in #5 of this Agreement.
- iii. Within ten (10) business days of any service that is recorded, the Union shall receive a full personnel list of all participants of the recorded service.
- iv. The Employer shall be responsible for any misuse of this recording. In the event that a recording is used in any other way than provided herein, the Employer shall pay all musicians hired for the engagement recorded, and/or any music preparation personnel who performed services in the making of such recording, two hundred percent (200%) of the applicable wage scales and fringe benefits provided for in the applicable American Federation of Musicians ("AFM") Agreement, or the individual usual and customary recording fee, whichever is higher, per each infraction, within one week of notice to the Employer by the Union of the infraction. In such case, the Employer shall be required to sign the applicable AFM agreement and all terms contained therein shall apply. If, however, the Employer wishes to convert a recording from grant application to another use and notifies the Union of such conversion prior to doing so, permission to convert the archival recording shall be granted by the Union, provided the Employer signs the applicable AFM agreement and pays to all musicians and music preparation personnel one hundred ten percent (110%) or the wage scales and benefits contained in the appropriate agreement.
- v. The Employer shall deliver a copy of the recording(s) within ten (10) business days of the recording which shall become property of the Union. The Employer shall be permitted to retain a copy of the recording for grant application purposes only and shall maintain sole possession of that copy. In the event the Union receives its copy more than ten (10) business days after the taping, a fifty dollar (\$50) fine payable to the Musicians Assistance Program (MAP) shall be paid by the Employer.
- vi. No recording may be used by the Employer in connection with any dispute involving the issue of the competence of any participating Musician(s).

- vii. This Grant Application Recording Agreement shall remain in effect for as long as any such recordings remain in existence, notwithstanding the termination of this Agreement or any other Agreement which may be in force between parties.
- viii. In the case any study tape or archival recording is used for a non-commercial radio broadcast, all Musicians who performed the engagement and/or any music preparation personnel who performed services in the making of such recording, shall be paid one hundred fifty percent (150%) of the then-current Orpheus performance scale, or the then-current NPR scale, including all benefits, whichever is higher.
- ix. On a case-by-case basis the Employer may request permission from the Union to make a recording on behalf of a third party. All such recordings are subject to approval by SABC, in consultation with the performing Musicians. Notice of any recording shall be posted backstage prior to the performance and verbal announcement made to the Musicians.
- x. This recording shall not be used to replace live musicians under any circumstances, including but not limited to labor dispute or to accompany another performer. The parties hereby further agree that a violation of this section is enjoined by application of the Union to a court of competent jurisdiction.

c. SOUND RECORDING

In the event that any performance, in the United States or outside of the United States, is released as a sound recording, as the term is accepted in the industry (CD, phonograph, cassette, tape or virtual release), all Musicians who performed the engagement or who performed services in the making of such recording, shall be paid the applicable AFM Sound Recording Labor Agreement (SRLA) or Integrated Media Agreement scale wage, including all benefits.

ARTICLE XI: MEMBERSHIP PARTICIPATION

a. CALENDAR

The Employer will notify Members by June 1st of each calendar year of work expected to be offered for the upcoming Season. The Orpheus Season is defined as beginning on September 1st and ending on June 15th of each calendar year. Tours overlapping either the Season end date of June 15th or Season start date of September 1st will be considered non-Season tours.



b. UNIT NUMBER OF GROUPS

Participation for both the Local 802 Musicians Health Fund (see Article XIII) and membership is determined by calculating the unit number of Groups (as herein defined) performed versus the unit number of Groups offered.

The following will count as one (1) unit:

A Concert

A Tour day as defined by Orpheus Tour Rules

Any day a Recording Session(s) take place

Any educational service (Educational Service, Access Orpheus/Community Engagement Service, Educational Auditions, Process Demonstration) will count as one-half ($\frac{1}{2}$) of a unit.

All Members are offered the same number of units. A Member is given credit for a Group(s) if the concert program does not require their instrument but the Member indicates that they are otherwise available. Orpheus Management will use reasonable efforts to distribute units evenly amongst Members.

The following units will count toward the work accepted for Members that participate while not being added to their total number of units offered. The participation of Members not accepting these units will not be affected:

Units that are offered after June 1st and scheduled to take place during the September 1st- June 15th season period including non-compensated units such as Donated Benefit Services. Units offered that are scheduled to take place outside the September 1st-June 15th period (June 16th-August 31st).

Educational services meeting the above criteria will be treated in the same manner but count as one-half ($\frac{1}{2}$) of a unit.

c. SCHEDULE CHANGES/CANCELLATIONS

Should Orpheus make changes to a performance schedule or cancel units after June 1st, Members who intended to participate typically would be given the units scheduled. Also, the total number of units offered is decreased by the same number.

d. DONATED BENEFIT SERVICES

During each season of this Agreement, each Member may be asked to and will make every effort to perform one (1) Donated Benefit Service.

There will be no compensation for this donated service. For the purposes of structure and scheduling, this service shall conform to the provisions of Article VII, E 3: Development Chamber Music Engagement (DCME); Article VII, G: Educational Coaching Services, or Article VII: I: Access Orpheus/Community Engagement Services. This engagement shall be

scheduled outside of regular concert activity. Members are not obligated to perform this Engagement concert, nor will non-attendance damage any calculation of membership percentages or any future employment opportunity with Orpheus. All Non-Members asked to perform Donated Benefit Services will be paid at the then-current applicable rates. The donation of this service will be made clear when the work is offered.

e. MEMBERSHIP PARTICIPATION MINIMUMS

Any Member whose participation falls below an average of thirty-five percent (35%) over two (2) seasons will be informed in writing by June 15th by Management. The Member will be required to attend a meeting with three (3) components of Orpheus, (ADs, SABC, and a member of Orpheus management) to discuss their past participation below thirty-five percent (35%), as well as their projected future participation above thirty-five percent (35%). The meeting will be held at the Orpheus office and be scheduled between September 1st and 30th of the same calendar year as the letter was sent. The member may be asked to give serious consideration to become an "Emeritus Member", if by secret ballot all three (3) components vote unanimously in favor of "Emeritus Status". Each component will be entitled to one (1) vote.



f. AVAILABILITY

Members will return availability forms to Orpheus, postmarked no later than June 30th for Groups where performances commence prior to October 31st of the coming season. For Groups where performances commence after October 31st of the coming season, the forms must be received by the Orpheus postmarked no later than August 15th. The forms will allow Members to indicate "Available," "Not Available" and "Maybe Available." In all cases where a Member has indicated "Maybe Available," the Artistic Directors will use their discretion as to whether and for how long Groups will be held for the Member to decide if they are or are not available for Groups offered. Management will make all reasonable attempts for five (5) business days after the deadline has passed to reach Members who have not returned forms. A list of all Members, with phone numbers, who have not responded by the deadline, will also be faxed to the Union. After the five (5) business day grace period has passed, Management will assume the Member is unavailable for the offered work.

g. LEAVE OF ABSENCE

After four (4) consecutive years of service, each Member that has met the Membership Participation Minimums of Article XI, E will be entitled to a Leave of Absence not to exceed one (1) year without pay and without loss of position or other employment rights if the request is made in writing to the General Manager by June 30th of the season before the requested leave. During this year, participation for the purposes of benefit calculation will be fifty percent (50%) percent. For the year following the Leave of Absence, Members will receive benefits based on the year prior to taking the Leave of Absence. Each Leave of absence must be separated by a four (4) year period.

ARTICLE XII: TOURING

A "Tour" shall be defined as a consecutive sequence of days outside of New York City, where overnight accommodation is necessary. A "Run Out" shall be defined as a single concert event, outside of New York City, where travel is necessary, but overnight accommodation is not required. A Tour schedule can contain Run Out concerts.

a. SCHEDULING

i. FREE DAYS

A Free Day is defined as a day when no scheduled travel, rehearsal or performance activity of any kind occurs. (See definition item below).

"Between Free Days," in addition to the obvious meaning, also means between the beginning of the Tour and the first Free Day, and between the last Free Day and the end of the Tour.

ii. FREE DAY RULES

Tours generally must include Free Days as stipulated below:

- a. There will be no more than six (6) days between Free Days, except when agreed by SABC.

iii. TOUR UNIT

Tour activity is based on numbers of Tour units. A Tour unit is defined as follows:



- a. One concert with a thirty (30) to seventy-five (75) minute AVAS (see Article VII for details) or
- b. A maximum of two (2) rehearsals in one (1) day of the duration of two and one-half (2 ½) hours each.


In addition,

- c. A maximum three (3) hours of rehearsal on a day with no concert is considered a one-half (½) a Tour unit.
- d. A maximum three (3) hours of rehearsal including, but not limited to, an AVAS and a concert on the same day is considered one and one-half (1½) units.
- e. Travel days are not counted as Tour units.

b. SERVICE RULES

- i. There will be no more than five and one-half (5 ½) Tour units between Free Days, except when agreed by SABC.
 - a. Any rehearsal on a day that includes a concert shall pay additionally at the prevailing rehearsal scale
 - b. Extra Tour units exceeding (5 ½) Tour units between Free Days must be discussed and agreed to by SABC. In the event that no agreement can be reached, the Tour unit cannot be scheduled or executed.
- ii. There will be no more than one and one-half (1½) Tour units in one (1) day, unless agreed to by SABC.

c. TRAVEL

- i. In traveling between the designated hotel and the concert hall, travel time will be defined to include any travel of up to one (1) hour in each direction. Travel time in excess of sixty (60) minutes will count towards Travel Overtime. 
- ii. International Tours, not including Canada, Mexico, and Central and South America, begin with two (2) travel days. When traveling to Europe, no activity may be planned until twenty (20) hours after the arrival at the first hotel.
- iii. In the case of international Tours to Asia, Australia and New Zealand the Tour begins with three (3) travel days. The third day is a Free Day.
- iv. All travel days will be paid as Tour days.
- v. Travel delays caused by events out of the control of Orpheus and that cannot reasonably be predicted will not be considered to be part of regular travel time and are not, therefore, subject to Travel Overtime rules.
- vi. In the event an individual Musician requests changes to schedule and airfare due to non-Orpheus activities, it is the responsibility of the Musician involved to contact the General Manager no less than three (3) weeks prior to the first departure date. Any direct costs associated with the requested deviation will be the responsibility of the Musician. Any deviations requested less than three (3) weeks prior to the first departure day must also be directed to the General Manager. All reasonable attempts will be made to accommodate these changes. Musicians will be required to pay all additional direct costs

associated with the request. Additionally, an administrative charge of fifty dollars (\$50) may be charged for each ticket deviation request.

d. TRAVEL RULES FOR TOURS

- i. On the day of a concert, regular travel time is limited to:
 - a. When the travel is exclusively by bus, four and one-half (4 ½) hours minus the duration of any scheduled rehearsal and/or AVAS. (NOTE: This four and one-half (4 ½) hours refers to the actual rolling time of the bus trip. Rest stops and meal stops are not calculated in rolling time.)
 - b. When the travel is not exclusively by bus, five and one-half (5 ½) hours minus the duration of any scheduled rehearsal and/or AVAS. (This time is hotel to hotel, and does not include any bus breaks, should they occur.)
 - c. On the first day of a domestic tour, seven (7) hours from New York City to the hotel at the destination.
- ii. On the designated travel day, regular travel time is limited to:
 - a. Where the travel is exclusively by bus, eight (8) hours of actual rolling time.
 - b. Where the travel is not exclusively by bus, ten (10) hours, from hotel to hotel. (This time also does not include bus breaks, should they occur).
 - c. A maximum of twenty (20) hours between Free Days, not counting designated travel days.

In addition:

- d. Departures prior to 8:00 am will pay additional Travel Overtime in fifteen (15) minute increments calculated from the scheduled departure time or check in time (at NY metro airport) until 8:00 am. Twice per Season, departures as early as 7am will not pay Travel Overtime.
- e. There shall be no mandatory services scheduled on a designated travel day, except when agreed by SABC. Educational services may be offered on travel days and accepted on a voluntary basis.

- iii. Regular travel time in excess of what is described in Paragraphs 1 and 2 above will pay Travel Overtime.

- iv. TRAVEL RULE FOR RUN OUTS:

For Run Outs only (which may occur while on Tour), on the day of a concert, any period greater than eleven (11) hours without access to artists' hotel rooms will be compensated at Travel Overtime rates. (This rule also applies to Run Out concerts out of New York, and is calculated from the bus's initial departure from New York City to the time it returns to the last stop in New York City.)

e. MISCELLANEOUS

- i. Hotel bills will be paid directly by Orpheus. Musicians are responsible for paying their own charges for telephone, mini-bar, laundry, room-service etc.
- ii. Any administrative charges levied by the hotel for unpaid bills by individual Musicians will be the responsibility of the Musician.
- iii. While on Tour or for Run Outs, all Musicians shall be provided single rooms at first-class/full-service hotels or equivalent. Orpheus does not reimburse Musicians who do not use accommodations and travel provided by Orpheus.
- iv. The Employer will provide, at no cost to Musicians, a hot meal between AVAS and a Concert backstage at the concert venue. SABC may approve exceptions to facilitate logistical and/or cultural obstacles to this requirement. In some cases, Musicians may request other food items equivalent to a hot meal. While in Asia and Europe, breakfast in the designated Musician hotel will be made available at no cost to the Musicians. No hot meal will be provided at concerts in New York City.
- v. Musicians will receive an itinerary at a minimum of one (1) week before the first rehearsal for a Tour.
- vi. The Employer will make every attempt to plan Tours no longer than seventeen (17) continuous days.
- vii. Whenever a bus is required, the Employer shall arrange a modern and comfortable bus, and where possible, a bus that contains a bathroom. For ground travel over one-hundred and twenty (120) miles and where the size of the performing ensemble is over twenty players (20), the Employer shall provide two adjacent bus seats per Musician traveling. For all distances under one-hundred-twenty (120) miles at least one seat per Musician traveling shall be provided.

- viii. The Employer shall provide bus transportation between the designated Musician hotel and the performance venue. In some cases, and with agreement of SABC, where the hotel and performance venue are in very close proximity, no bus will be provided.
- ix. Orpheus shall endeavor to provide an advance person to expedite ticketing at airports and to provide expedited check-in at hotels and airports. Orpheus shall endeavor to provide luggage pick-up and delivery at hotels and "sky-cap" services at airports.

f. TOURING DEFINITIONS

- i. TRAVEL TIME: Calculation of travel time begins when the bus rolls away from the hotel, NOT necessarily at the announced time of departure. The "clock" stops at the arrival of the hotel, or venue when traveling directly to the venue. To the extent practicable, reasonable efforts will be made to have travel arrivals at venues close to the start of a service. The "clock" starts again when the bus rolls away to the next destination. When a Tour or Run Out starts via air travel from the New York Metro area, travel time will be calculated from the Orpheus published check-in time in the Orpheus itinerary. When returning to New York Metro area from a Tour or Run Out via air, the travel time clock will stop when the plane arrives at the gate.
- ii. FREE DAY: Normally a day when no scheduled activity of any kind occurs. However, there may be instances when the SABC and when possible after consulting with Musicians on the Tour, may deem it preferable to travel on the Free Day. This could be, for instance, 1) to eliminate travel on the day of a concert, 2) to gain an extra "sleep-in" morning, 3) because travel arrangements are significantly more comfortable on that day, or 4) because the next city is a better place to spend free time.

g. WORK VISA:

Orpheus will work with the Musicians, as applicable, to clear bonds, visas, passports, work permits and the like, to enable Musician(s) to enter the country in which the music is to be performed. Musician(s) must accurately and completely provide the Employer documentation, passport, visa photo etc., by the date set forth by the Employer for receipt of such data. In the event that the Employer incurs costs associated with updating documentation provided by Musician(s) due to failure to follow instructions provided by the Employer, the Musician will be invoiced for all direct costs related to updating such documentation. In the event that a Musician who accurately, completely and timely submitted all information required for visas, work permits and the like is barred from entering or remaining in a country where the Orchestra is to perform due to the Employer's negligence, the Musician shall be paid wages as if he/she had performed all services on the Tour in that country. If a Musician is barred from entering or remaining in a performance country because the Musician did not submit accurately and completely all information required for visas, work permits and the like, or due to any other

negligence on the part of the Musician, then the Musician shall not be entitled to any wage payment from that time through the earlier of the conclusion of the Tour or such date that the Musician returns to the Tour and performs his/her first service.

ARTICLE XIII: PAYMENT OF BENEFITS

a. PENSION

Orpheus agrees to contribute an amount equivalent to the following percentages for the length of this agreement of each Musician's gross scale wages, including straight time wages and overtime wages, as defined in Article VII of this Agreement to the American Federation of Musicians and Employers' Pension Fund:

2015-2016	16%
2016-2017	16%

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the Musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 for forwarding to the Fund no later than the last day of the calendar month following the month in which the services were rendered. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

The Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made a part of this Agreement. The current rehabilitation schedule requires pension contribution of 17.44%.

b. HEALTH

The Employer agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing Local 802 Musicians Health Fund, as it may be amended from time to time, which is incorporated by reference into and made a part of this Agreement.

The Employer agrees to contribute health payments for all Musicians to the Local 802 Musicians Health Fund. Contributions shall be submitted under the terms and conditions as contained within the applicable current Local 802 Single Engagement Classical Wage Scales & Conditions – Appendix A.

i. For Members not already fully covered by another health plan:

a. Plan A: The Employer agrees to contribute the amount required, as determined by the Trustees of the Fund, for year-round coverage qualification under Plan A of the Local 802 Musicians Health Plan for all Members, based on their percentage of participation as outlined below.

b. Monthly Premiums: Monthly premiums of the single coverage of Plan A will be covered by Orpheus either with payment directly to the fund or through direct reimbursement to the Member should direct payments not be accepted by Local 802. Premium payments will be based on Member percentage of participation as outlined below.

c. Dental/Vision: Members who qualify for the Musician's Local 802 Plan A and who are not already fully covered under a dental plan may purchase Plan B vision and dental coverage with Orpheus agreeing to reimburse the Member for the single coverage premium, based on their percentage of participation as outlined below.

% of Participation	% of Contribution by Musician
80%-100%	0%
60%-79.9%	20%
40%-59.9%	40%
20%-39.9%	80%
0%-19.9%	100%

Associate Members are not eligible for premium reimbursement. The Employer shall make contributions to the Local 802 Musicians Health Fund on behalf of Associate Members on a per service basis only, as listed below.

ii. For all Members and for Non-Members a contribution to the Local 802 Musicians Health Fund shall be made by the Employer in the following amounts:

Per Performance:	\$53.00
Per Rehearsal:	\$18.00

Weekly cap, based on seven (7) consecutive days, will be at the most current Local 802 Single Rate Engagement.

Contributions will be remitted to Local 802 no later than ten (10) business days after the date of each payment to the Musicians, excluding Tour advances which will be paid ten (10) days following the completion of the Tour and will be accompanied by whatever documentation or information that may be required by the Trustees of the Fund.

iii. Health Payment Reimbursement: Any Member who does not participate in the Local 802 Musicians Health Fund will be provided 50% of the weekly contribution Orpheus would have sent to the Local 802 Musicians Health Fund on their behalf under Article XIII b ii.

Payments will be included on each paycheck during the season, in lieu of the Local 802 Health Contribution. Prior to the start of each season, each member eligible for this payment must provide a letter to Orpheus clearly stating (i) s/he does not participate in the Local 802 Musicians Health Fund, and (ii) his/her health insurance provider. This election may not be altered until the start of the next season.

ARTICLE XIV: PROCEDURE TO BECOME A MEMBER OR ASSOCIATE MEMBER

A vacancy is to be filled by the following 4-stage procedure:

a. Stage 1. Nomination

At a meeting of the relevant section, either "string" or "winds, brass and timpani," nominations will be taken. Five (5) votes for a candidate will constitute formal nomination and the candidate will advance to Stage 2.

b. Stage 2: Vote by the AOC

The AOC shall conduct an election to determine whether the nominee shall advance to Stage 3. A simple majority of the AOC will be required for the nominee to advance to Stage 3. Voting will be by secret ballot.

c. Stage 3. Vote by the Relevant Section

The relevant section will vote on the nominee or nominees. If any nominee receives two-thirds (2/3) of the majority of the votes of the relevant section, the nominee will then pass to Stage 4. In the event that only one (1) position is vacant and more than one (1) nominee receives a two-thirds majority of the votes of the current relevant section, then a run-off election of the relevant section will be held to determine which nominee passes on to Stage 4. In the run-off election, a simple majority vote of the current relevant section will then determine which nominee passes on to Stage 4. Voting will be by secret ballot.

d. Stage 4. Vote by the Entire Membership

An election will be held by the entire current membership with a two-thirds majority vote being required to determine the acceptance of the nominee as a Member or Associate Member. Voting will be by secret ballot. The newly approved Member or Associate Member's name will then be added to "Appendix B: The Official Roster of Orpheus Members," but only if, as provided in Article V, (i), the nominee provides documentation to the Employer to establish the candidate's authorization to work in the United States, (ii) the Employer approves the nominee's admission to membership as Member of Associate Member, as the case may be, after conducting background checks, and (iii) the nominee reads and, in writing, agrees to abide by the Employer's Musician Employee Manual.

ARTICLE XV: ASSESSMENT OF A MEMBER OR ASSOCIATE MEMBER FOR ARTISTIC REASONS

a. Stage 1. Confidential Initiation of Artistic Assessment

A written recommendation for the assessment of a Member for artistic reasons must be presented to the AOC by any Member of the orchestra or by the Executive Director by February 1st. If the Member to be assessed is currently serving as an Artistic Director, s/he will recuse himself from Stage 1 of this process and the other sitting ADs will carry forth with the following.

By February 15th, the AOC will vote confidentially to determine whether a recommendation should be made for the Member to transition to Emeritus status. If the AOC determines that it needs additional time in which to conduct further deliberations before voting, it may adjourn its vote by up to ten (10) days. If by majority vote, the AOC recommends Emeritus Status, the AOC will meet with the Member in question by March 1st to present two options: accept Emeritus status, or proceed with a full Membership vote. The Member in question must inform the AOC of their decision by April 1st. If the Member decides to accept Emeritus Status, the assessment will not be disclosed to the Membership and will remain confidential. If the Member decides to proceed with a Membership vote, or if the Member does not inform the AOC of their decision by April 1st, the matter will proceed to Stage 2.

b. Stage 2. Vote by the Entire Membership

The AOC will administer a vote of the current membership concerning the written recommendation for dismissal. A simple majority vote of the current membership is required for the Member's name to be removed from Appendix B: The Official Roster of Orpheus Members. The Member may elect to have the decision reviewed under the process outlined in Article III: Grievance and Arbitration.

At any point in this process the Member may request and shall become an "Emeritus Member," as long as s/he is otherwise qualified for such status. All voting referenced will be by secret ballot.

No more than two Members shall be assessed through an AOC vote per season.

ARTICLE XVI: MISCELLANEOUS

a. VIRTUAL ORCHESTRA MACHINE

The Employer hereby agrees to use only live musicians for all its productions, performances and rehearsals and shall not use a virtual orchestra machine or any other mechanical, synthetic or technological device except upon the express, written consent of the Union.

b. ELECTRONIC FILING

The parties agree to an electronic filing of contract information. Representatives of Orpheus and the Union will work on the details of such electronic filing.

ARTICLE XVII: NO DISCRIMINATION

There will be no discrimination by Orpheus or its agents against Musicians or applicants on account of race, creed, color, sex, disability, age, national origin, marital status, political affiliation, Union or Orchestra committee activity, sexual orientation or affectional preference or any other protectable interest. Orpheus further agrees to make all reasonable accommodations for physical disability, required by applicable law.

ARTICLE XVIII: TERM OF AGREEMENT

This Agreement shall be in full force and effect from **September 1, 2017 to August 31, 2020.**

ARTICLE XIX: ENTIRE AGREEMENT

Except as provided in Article VI herein, this Agreement contains the full and complete agreement between the parties and supersedes all prior agreements, policies and practices with respect to the subject matter hereof.

ARTICLE XX: SEPARABILITY

In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by Federal or State statute enacted subsequent to the effective date of this Agreement, such decision, legislative enactment or statute shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.

In the event that any decision, legislative enactment or statute shall have the effect of invalidating or voiding any provision of this Agreement, the parties hereto shall meet solely for the purpose of negotiating with respect to the matter covered by the provisions which may have been declared invalid or void.

ARTICLE XXI: RATIFICATION

This Agreement is subject to approval by the Local 802 Executive Board and ratification by the Musicians in the Orpheus bargaining unit.

For the Board of Trustees of Orpheus Chamber Orchestra, Inc.:

Name: Kim Bleiman Print: [Signature]
Title: Chairman of the Board Address: 311 Greenwich St. #83
Date: 10-11-2017 NY NY 10013

For the Management of Orpheus Chamber Orchestra, Inc.:

Name: Alexander Scheide Print: Alexander Scheide
Title: Executive Director Address: 7 Sylvan Terrace
Date: 10-11-2017 NY NY 10036

For the Musicians of Orpheus Chamber Orchestra, Inc.:

Name: [Signature] Print: RICHARD ROOD
Title: Chairman, SABC Address: 517 PELHAMDALE AVE.
Date: 10-11-2017 PELHAM, NY 10803

For the Union, Associated Musicians of Greater New York Local 802

Name: Thomas B. Olcott Print: THOMAS B. OLCOTT
Title: Financial Vice President Address: 322 W. 48th St.
Date: 10/13/2017 NY, NY, 10036

APPENDIX A

GLOSSARY OF TERMS

ACOUSTIC AND VISUAL ADJUSTMENT SESSION (AVAS): A scheduled period of time before a concert where the Orchestra focuses on acoustical and visual issues, making adjustments as necessary. AVAS are scheduled before every concert, unless the concert with identical repertoire and personnel is repeated in the same venue.

AVAILABILITY RESPONSE FORM: A form listing the rehearsal and performance schedule for a Group of rehearsals and performances.

ARTISTIC DIRECTORS: The Artistic Directors (ADs) are Members of Orpheus, elected by the Members to the following positions: Artistic Coordinator; Personnel Coordinator; Program Coordinator.

ARTISTIC OVERSIGHT COMMITTEE: The Artistic Oversight Committee (AOC) is a committee comprised of the Executive Director and the Artistic Directors. Each Artistic Director shall have one vote and the Executive Director shall have two votes.

ASSOCIATE MEMBER OF ORPHEUS: A Musician who has been voted by the Members to become first call substitute for all available services. Up to five (5) string and six (6) wind/brass/timpani Associate Members may be elected. Associate Members shall have a voice but no vote in Member meetings and elections. A Musician holding an Associate Member position at the time when a Member position becomes available will be promoted to Member status without further voting required. In the case of multiple Associate Members eligible for promotion to the same Member position, the longest-serving Associate Member will be promoted.

CORE REHEARSAL (CORE): A rehearsal of principal players only, normally scheduled as the first rehearsal of each specific piece within a Group. In some instances, the ADs will determine which specific instruments required by the score will be excused or added to the Core rehearsal.

DISPUTE RESOLUTION COMMITTEE (DRC): A committee made up of a representative of the SABC, an Artistic Director, a representative of the Management and a non-Musician board member formed to resolve Grievances.

EMERITUS MEMBER: An honorary title given to a former Member of Orpheus. The title carries no entitlements other than to have their name appear on a list of "Emeritus Members" on the Orpheus website. The "Emeritus Member" must have resigned their position after the year 2000, and served as a Member for at least 5 complete seasons.

EXECUTIVE DIRECTOR: The Chief Executive Officer of Orpheus, who is not a Member of Orpheus.

GENERAL MANAGER: A member of the Orpheus Management who is not a Member of Orpheus whom the Chief Executive Officer has designated as the General Manager.

GROUP: A series of rehearsals and performances with the same personnel and a specific repertoire.

MANAGEMENT: The staff of the Employer who are not Members of Orpheus.

MEMBER OF ORPHEUS: A Musician who has been voted by the Members to become part of the official roster of Orpheus Musicians. The Employer has the right to run background checks on Musicians nominated for Membership and newly elected Members must sign a Musician Employee Manual.

NON-MEMBER OF ORPHEUS: A Musician who is not part of the official roster of Orpheus Musicians.

MUSICIAN BOARD MEMBER(S): The Members shall elect three (3) Members to be nominated to serve on the Board of Trustees. They shall each serve three (3) year terms and, as Trustees, shall be invited to all meetings of the Board. They shall have the right to speak at such meetings, and shall have the right to vote at such meetings with the exception of matters that directly relate to Musician compensation where a conflict of interest could exist. They will be asked to serve on one (1) Board Committee. They will not be under any obligation to contribute financially to Orpheus.

ORCHESTRA: A group of Musicians performing as an ensemble.

ORPHEUS PROCESS DEMONSTRATION (PD): A trademarked name used to describe a specially scheduled event, not part of the normal sequence of rehearsals and concerts in preparation for a Group, where the Orchestra demonstrates its unique method of rehearsal and performance as a teaching tool.

REHEARSAL COORDINATOR (RC): A Member of the Orchestra responsible for coordinating rehearsal activity and paid at a scale of thirty-five percent (35%) (plus pension) for all services except Core rehearsals.

SALARY AND BENEFITS COMMITTEE (SABC): A group of three (3) Members of Orpheus elected by the Members to represent the Members to the Employer on issues of salary, benefits and working conditions. The individuals of SABC each serve three (3) year terms.

SEASON: The Season will be defined as beginning on September 1 and ending on June 15.

STRAIGHT TIME: Pay for services that does not include any overtime, move-up or other similar additions beyond the standard scale outlined for specific activities.

TRAVEL OVERTIME: Compensation paid to Musicians for travel time that exceeds the parameters laid forth in Article XII, d: Touring: Travel Rules for Tours.

APPENDIX B

OFFICIAL ROSTER OF ORPHEUS MEMBERS AND ASSOCIATE MEMBERS

As of September 1, 2017

Violin

Ronnie Bauch
Laura Frautschi
Liang-Ping How
Joanna Jenner
Renée Jolles
Todd Phillips
Richard Rood
Miho Saegusa
Eriko Sato
Eric Wyrick
Vacant Position

Viola

Christof Heubner
Nardo Poy
Dov Scheindlin
Vacant Position

Cello

Eric Bartlett
Melissa Meell
Jonathan Spitz
James Wilson

Bass

Jordan Frazier
Donald Palma

Flute

Elizabeth Mann
Susan Palma Nidel

Oboe

Stephen Taylor
Vacant Position

Clarinet

Alan Kay
Vacant Position

Bassoon

Frank Morelli
Gina Cuffari

Horn

Julie Landsman
Stewart Rose

Trumpet

Carl Albach
Louis Hanzlik

Timpani

Maya Gunji